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AZ CORP COMMISSION

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March 5, 2001

**VIA OVERNIGHT DELIVERY**

Arizona Corporation Commission  
Docket Control Center  
1200 West Washington Street  
Phoenix, AZ 85007-2996

T-03999A-01-0207

Re: Application and Petition of El Paso Global Networks Company for a Certificate of Convenience and Necessity to Provide Resold and Facilities-Based Interexchange Telecommunications Service in Arizona

To Whom It May Concern:

On behalf of El Paso Global Networks Company ("EPGN"), enclosed please find an original and ten (10) copies of EPGN's Application for a Certificate of Convenience and Necessity to Provide Resold and Facilities-Based Interexchange Telecommunications Service in the State of Arizona. EPGN's Petition for Competitive Classification of the Proposed Services is attached to this Application as Exhibit E.

Please date stamp the enclosed extra copy of this Application and return it in the self-addressed, postage-paid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Tony Lee at (202) 424-7798.

Respectfully submitted,

Russell M. Blau  
Tony S. Lee

Counsel for El Paso Global Networks Company

Enclosures

cc: Ann Robertson (EPGN)  
Pete Manias (EPGN)  
Tony Sanna (EPGN)

**BEFORE THE  
ARIZONA CORPORATION COMMISSION**

\_\_\_\_\_  
In the Matter of the Application and Petition of )  
 )  
**El Paso Global Networks Company** )  
 )  
For a Certificate of Convenience and Necessity )  
to Provide Resold and Facilities-Based )  
Interexchange Telecommunications Service )  
Within the State of Arizona )  
\_\_\_\_\_

Docket No. \_\_\_\_\_

**APPLICATION AND PETITION OF  
EL PASO GLOBAL NETWORKS COMPANY**

El Paso Global Networks Company ("EPGN" or "Applicant"), by its undersigned attorneys, and pursuant to Arizona Administrative Code R14-2-1103 and R14-2-1105,<sup>1</sup> hereby files this application for a Certificate of Convenience and Necessity ("CC&N") to provide all forms of resold and facilities-based interexchange telecommunications service throughout the State of Arizona. EPGN also hereby petitions the Commission for a determination that its proposed services are competitive pursuant to the requirements of Arizona Administrative Code ("A.A.C.") R14.2-1108. EPGN's petition for competitive classification is attached hereto as Exhibit F.

EPGN respectfully submits that the grant of its request for a CC&N to provide resold and facilities-based interexchange telecommunications service throughout the State of Arizona is consistent with the pro-competitive purposes of the Commission's Order in Docket No. R-0000-

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<sup>1</sup> Rules established by Commission Opinion and Order (dated June 23, 1995) *In the Matter of the Notice of Proposed Rule Making Regarding Competitive Telecommunications Services*, in Docket No. R-0000-94-424, Decision No. 59124.

94-424 (Decision No. 59124), as well as the purposes of the Federal Telecommunications Act of 1996.

In support of its request, Applicant submits the following information as required by A.A.C. R14-2-1105:

**II. DESCRIPTION OF APPLICANT**

1. Applicant's legal name is El Paso Global Networks Company. Applicant maintains its principal place of business at:

El Paso Global Networks Company  
1001 Louisiana Street  
Houston, Texas 77002  
Telephone: (713) 420-2080  
Facsimile: (713) 420-6400

2. Correspondence or communications pertaining to this Application should be directed to:

Russell M. Blau  
Tony S. Lee  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, D.C. 20007-5116  
Telephone: (202) 424-7500  
Facsimile: (202) 424-7645

with a copy to:

Ann Robertson  
El Paso Global Networks Company  
1001 Louisiana Street  
Houston, Texas 77002  
Telephone: (713) 420-2396  
Facsimile: (713) 420-7025

and

Pete Manias  
El Paso Global Networks Company  
1001 Louisiana Street  
Houston, Texas 77002  
Telephone: (713) 420-5530  
Facsimile: (713) 420-6400

3. Questions concerning the ongoing operations of Applicant following certification should be directed to:

Mike Babin  
El Paso Global Networks Company  
811 Barton Springs Road  
Suite 530  
Austin, TX 78704  
Tel: (512) 536-6002  
Fax: (512) 457-8180

Upon certification, copies of all notices, orders and other materials, and all inquiries, questions, and complaints concerning EPGN's Arizona operations should be directed to Mr. Mike Babin at the address listed above. Mr. Babin will also serve as liaison with the Commission for resolution of Commission and user inquiries and complaints.

4. EPGN does not currently have a business office in the State of Arizona. EPGN's Arizona agent is:

CT Corporation System  
3225 North Central Avenue  
Phoenix, Arizona 85012

5. Applicant is a Delaware corporation, and is an affiliate of El Paso Energy Corporation ("El Paso Energy"). El Paso Energy is a publicly traded corporation organized under the laws of the State of Delaware. Copies of EPGN's Articles of Incorporation and Certificate of Authority to Transact Business in the State of Arizona are attached as Exhibit A.

6. The names, addresses and telephone numbers of the officers of EPGN are as follows:

Officers:

William A. Wise	Chairman of the Board
Greg G. Jenkins	President and Chief Executive Officer
H. Brent Austin	Executive Vice President
Ralph Eads	Executive Vice President
Joel Richards III	Executive Vice President
Britton White Jr.	Executive Vice President, Law
Jeffrey I. Beason	Senior Vice President and Controller

Norma F. Dunn	Senior Vice President
C. Dana Rice	Senior Vice President and Treasurer
Michael Babin	Vice President
R. Bruce Northcutt	Vice President
D. Dwight Scott	Vice President and Chief Financial Officer
David L. Siddall	Vice President, Associate General Counsel and Corporate Secretary
Judy A. Vandagriff	Vice President
Alan D. Bishop	Assistant Secretary
Norbert R. Grijalva	Assistant Secretary
Kelly J. Jameson	Assistant Secretary
Katherine A. Murray	Assistant Secretary
Margaret E. Roark	Assistant Secretary

Directors:

H. Brent Austin  
Greg G. Jenkins  
William A. Wise

All officers and directors can be reached at the following address:

El Paso Global Networks Company  
1001 Louisiana Street  
Houston, Texas 77002  
(713) 420-2080  
(713) 420-6400

## **II. TECHNICAL, MANAGERIAL AND FINANCIAL QUALIFICATIONS**

1. EPGN possesses the technical capability and managerial qualifications to operate and manage its telecommunications operations in the State of Arizona. Descriptions of the extensive telecommunications and managerial experience of EPGN's key personnel are attached hereto as Exhibit B. The descriptions demonstrate the technical and telecommunications expertise and experience of the Applicant's management team.
2. EPGN or its affiliates is authorized to provide telecommunications services in Kentucky, Texas, and Washington. In addition, EPGN or its affiliates has applications on file and pending in Arizona, California, Connecticut, Louisiana, Maryland, Massachusetts, Missouri, New Jersey,

New York, Ohio, and Oregon. EPGN or its affiliates is in the process of applying for authority in Colorado, the District of Columbia, Florida, Georgia, Illinois, Michigan, Mississippi, Oklahoma, Pennsylvania, Utah, and Virginia. Applicant has not been denied requested certification in any jurisdiction, nor has it had a permit, license, or certificate revoked by any authority.

3. EPGN is financially qualified to provide telecommunications services in Arizona. Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Attached hereto as Exhibit C is a copy of El Paso Energy's most recent unaudited financial statements. This exhibit is offered to demonstrate Applicant's financial ability to provide the proposed services in Arizona. Please note that this information contains information that is proprietary and highly sensitive. Accordingly, this exhibit is being filed under seal.

### **III. DESCRIPTION OF SERVICES**

1. Services to be Provided. EPGN seeks authority to provide facilities-based, dedicated and private line, fiber optic transmission services throughout the State of Arizona within all areas for which the Commission will grant such authority. Initially, EPGN will operate in the service area of US West; however, EPGN seeks statewide authority so that in the future it may expand its service areas as market conditions may warrant. Applicant may supplement this service with other resold services provided by incumbent local exchange carriers, competitive local carriers, and/or interexchange carriers.

EPGN intends to assemble and operate a resold and facilities-based dedicated and private line fiber optic communications infrastructure. Applicant will enable its system with the latest generation of integrated optical networking equipment that provides access, multiplexing, switch

extension, and transport services to carriers and service providers. EPGN may also lease dedicated and private line fiber optic communications infrastructure to large corporate and government customers for high-bandwidth secure networks. EPGN will lease the fiber optic facilities of other carriers or construct its own facilities, depending on current needs and market conditions.

Applicant believes that the advanced technical characteristics of its network will allow it to provide the high levels of reliability, security, and capacity that its target customers typically demand as well as providing a more rapid time-to-provision by leveraging the Applicant's significant investment in operational support systems.

EPGN will continuously monitor and maintain a high level of control over its network on a 24-hour per day, 7 days per week basis through its network operations center. Applicant's network is capable of using the highest commercially available capacity transmission (OC-192) and, therefore, can support advanced capacity-intensive data technologies such as frame relay and ATM as well as multimedia and Internet-related applications.

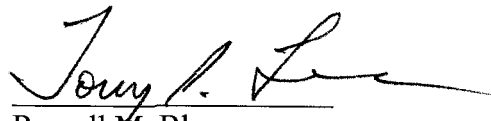
EPGN will initially provide high-bandwidth, fiber optic, point-to-point capacity to Internet and telecommunications companies on a wholesale basis. The rates and charges for such wholesale services will be developed on an individual contract basis ("ICB") in response to each particular customer's request for service, taking into account the nature of the facilities and service, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements will be made available to similarly situated customers on a non-discriminatory basis. Customers may reach EPGN's customer support services through its toll free number, (800) 601-3332.

2. Geographic Areas to be Served. EPGN seeks authorization to provide resold and facilities-based interexchange telecommunications services throughout the state of Arizona in all exchanges currently served by US West. EPGN, therefore, respectfully incorporates by reference US West's maps as the geographical area in which it will offer service.
3. Tariff. EPGN's proposed tariff is attached hereto as Exhibit D.
4. Competitive Classification. The Commission has promulgated rules governing the provision of competitive telecommunications services in Arizona. As a threshold matter, telecommunications companies must petition the Commission for classification of the Applicant's service offerings as competitive. EPGN's petition for competitive classification is attached hereto as Exhibit E.

### III. CONCLUSION

WHEREFORE, for the foregoing reasons, El Paso Global Networks Company respectfully requests that the Commission grant it a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange, exchange access, and interexchange telecommunications services as described in this Application, and granting such additional or further relief as may be necessary or appropriate.

Respectfully submitted,



Russell M. Blau

Tony S. Lee

Swidler Berlin Shereff Friedman, LLP

3000 K Street, NW, Suite 300

Washington, D.C. 20007

Telephone: (202) 424-7500

Facsimile: (202) 424-7645

Counsel for El Paso Global Networks Company

Date: March 5, 2001



## **EXHIBITS**

- |              |  |
|--------------|--|
| Exhibit A    | Articles of Incorporation and Certificate of Authorization to Transact Business in Arizona |
| Exhibit B    | Managerial Qualifications  |
| Exhibit C    | Financial Qualifications (filed under seal)  |
| Exhibit D    | Proposed Tariff  |
| Exhibit E    | Petition for Competitive Classification  |
| Verification |  |

**EXHIBIT A**

Articles of Incorporation and  
Certificate of Authorization to Transact Business in Arizona

DELIVERED APPLICATION FOR AUTHORITY  
TO TRANSACT BUSINESS  
IN ARIZONA

P.02/02

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent address cannot be a P.O. Box. It must be a physical address in Arizona. Include City, State and Zip code

SEP 05 2000

FILED BY Jan Little

TERM The name of the corporation is: El Paso Energy Communications Company  
DATE 9/05/00 A (n) Delaware Corporation

F-0384374-D (State, Province or Country)

☐ We are a foreign corporation applying for authority to transact business in the state of Arizona.

☒ We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- ☒ Our actual corporate name (or the name under which we originally obtained authority in Arizona).
- ☐ The period of our duration.
- ☐ The state, province or country of our incorporation.

1. The exact name of the foreign corporation is

El Paso Global Networks Company ~~WAA~~

if the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

\_\_\_\_\_(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

Delaware

3. The foreign corporation was incorporated on the 27th day of January

1999 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

1209 Orange Street

Wilmington, Delaware 19801

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

C T Corporation System

3225 North Central Avenue

Phoenix, Arizona 85012

**DO NOT PUBLISH  
THIS SECTION**

5.b. Indicate to which  
address the Annual  
Report should be  
mailed.

6. If the purpose of  
your corporation has  
any limitations with  
regard to this section,  
so indicate. If not,  
state no limitations.

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

Name:

Address:

City, State, Zip:

8. The total number of  
authorized shares cannot  
be "zero" or "N/A".  
Include authorized, not  
issued shares in this  
section.

- 5.a. The street address of the known place of business of the foreign corporation in Arizona  
DIFFERENT from the street address of the state agent is:

5. b. The Annual Report and general correspondence should be mailed to the address  
specified above in section 4 \_\_\_\_\_ or 5 ✓ \_\_\_\_\_

6. The purpose of the corporation is to engage in any and all lawful business in which  
corporations may engage in the state, province or country under whose law the foreign  
corporation is incorporated, with the following limitations if any:

NONE

7. The names and usual business address of the current directors and officers of the  
foreign corporation are: (Attach additional sheets if necessary.)  
**See attached list of directors and  
officers** \_\_\_\_\_, \_\_\_\_\_ [title]

8. The foreign corporation is authorized to issue 1,000 shares, itemized as  
follows: (Attach additional sheets if necessary.)

1,000 shares of <sup>Common</sup>  
(No series) (class or series) stock at  
\_\_\_\_\_ no par value or par value of \$ 1.00 per share.

\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at

\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at

\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

# EL PASO GLOBAL NETWORKS COMPANY

## DIRECTORS

H. Brent Austin  
Greg G. Jenkins  
William A. Wise

## OFFICERS

William A. Wise  
Greg G. Jenkins

H. Brent Austin

Ralph Eads  
Joel Richards III  
Britton White Jr.  
Jeffrey I. Beason  
C. Dana Rice  
Michael Babin  
R. Bruce Northcutt  
Susan B. Ortenstone  
David L. Siddall

Judy A. Vandagriff  
Alan D. Bishop  
Norbert R. Grijalva  
Kelly J. Jameson  
Katherine A. Murray  
Margaret E. Roark

Chairman of the Board and  
President and Chief Executive  
Officer  
Executive Vice President and Chief  
Financial Officer  
Executive Vice President  
Executive Vice President  
Executive Vice President, Law  
Senior Vice President and Controller  
Senior Vice President and Treasurer  
Vice President  
Vice President  
Vice President  
Vice President, Associate General  
Counsel and Corporate Secretary  
Vice President  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

The address of all officers and directors is:

1001 Louisiana Street  
Houston, TX 77002

DO NOT PUBLISH  
THIS SECTION

9. The total number  
of issued shares  
cannot be "N/A".

The Application must  
be accompanied by  
the following: A  
Certificate of  
Disclosure, executed  
within 30 days of  
delivery to the  
Commission, by a  
duly authorized  
officer

Attach a certified  
copy of your articles  
of incorporation, all  
amendments and  
mergers (AX Const.  
Art. XIV, § 8) and a  
certificate of  
existence or document  
of similar import duly  
authenticated (within  
60 days) by the  
official having  
custody of corporate  
records in the state,  
province or country  
under whose laws we  
are incorporated.

The agent may  
consent to the  
appointment by either  
executing the consent,  
attaching a cover  
letter, or if paying by  
check, executing the  
check.

CF:0024  
Rev. 1/99

9. The foreign corporation has issued 1,000 shares, itemized as follows:  
1,000 shares of Common  
(No series) (class or series) stock at  
\_\_\_\_\_ no par value or par value of \$ 1.00 per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at  
\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.  
\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at  
\_\_\_\_\_ no par value or par value of \$ \_\_\_\_\_ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:

See attached purpose clause

DATED this 21st day of August, 2000

El Paso Global Networks Company

(Name of Corporation)

Executed by

David L. Siddall, Vice President

(print name)

(title)

PHONE \_\_\_\_\_

[Optional]

FAX \_\_\_\_\_

[Optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this  
corporation effective this 31st day of August, 2000.

Signature

Kirk Hood, ASST. Secy.

C T Corporation System

(Print Name)

CT CORPORATION SYSTEM

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "EL PASO ENERGY COMMUNICATIONS COMPANY", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "EL PASO GLOBAL NETWORKS COMPANY", THE SECOND DAY OF AUGUST, A.D. 2000, AT 3:31 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2997582 8320

001397959

AUTHENTICATION: 0604903

DATE: 08-07-00

TYPE OR PRINT LEGIBLY  
FILE DUPLICATE ORIGINALS  
FILING FEE: \$50.00

APPLICATION FOR  
AMENDED CERTIFICATE OF AUTHORITY

AUG 28 2000

CORPORATION DEPARTMENT

The undersigned corporation applies for an Amended Certificate of Authority under the New Mexico Business Corporation Act to transact business in New Mexico, and for that purpose submits the following Statement:

1. A Certificate of Authority was issued to it on August 11, 1999, with NMSCC Certificate of Authority Number 2025617, authorizing it to transact business in New Mexico under the name El Paso Energy Communications Company

2. Its corporate name has been changed to El Paso Global Networks Company

3. If the corporate name as changed does not contain the word "corporation," "company," "incorporated," or "limited," or an abbreviation of one of those words. Then its corporate name with one of these words or abbreviations added thereto which it elected to use in New Mexico is \_\_\_\_\_

4. It desires to pursue in the transaction of business in New Mexico the following other or additional purposes then set forth in its prior Application for Certificate of Authority:  
No Change

5. An original Certificate of Filing duly authenticated by the proper officer of the state or country under the laws of which it is incorporated is attached to verify the change of corporate name.

Dated: 8/14/00

El Paso Global Networks Company

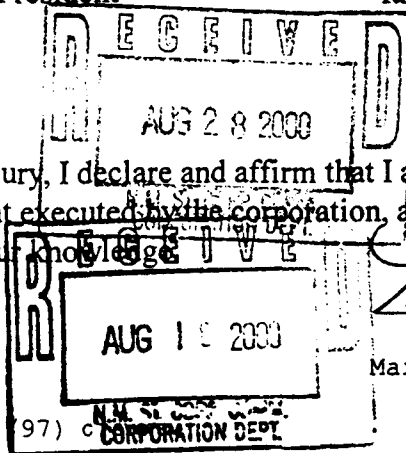
(Corporate Name)

By David L. Siddall and Margaret E. Roark  
Its vice President David L. Siddall Its Asst Secretary Margaret E. Roark

Under penalties of perjury, I declare and affirm that I am one of the above corporate officers who signed the foregoing document executed by the corporation, and that the statements contained therein are true and correct to the best of our knowledge.

NMSCC-CD  
FORM FPR-ACA  
(REV 2/95)

(N.M. - 1793 - 4/24/97) c



Margaret E. Roark  
(Signature of Verified Officer)  
Margaret E. Roark





OFFICE OF THE  
PUBLIC REGULATION COMMISSION

AMENDED  
CERTIFICATE OF AUTHORITY

OF

EL PASO GLOBAL NETWORKS COMPANY

3208311

A DELAWARE CORPORATION

The Public Regulation Commission certifies that duplicate originals of the Application for Amended Certificate of Authority attached hereto, duly signed and verified pursuant to the provisions of the

BUSINESS CORPORATION ACT

(53-17-1 to 53-17-20 NMSA 1978)

have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Amended Certificate of Authority and attaches hereto a duplicate original of the Application for Amended Certificate of Authority.

Dated: AUGUST 28, 2000

In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe

*Bill Pope*

Chairman

*Rae Echols*

Bureau Chief

**EXHIBIT B**

Managerial Qualifications

## **EL PASO GLOBAL NETWORKS' KEY PERSONNEL**

### **Michael L. Babin, Senior Managing Director - Engineering and Operations**

Before joining EPGN, Mr. Babin served as the Managing Director (President) from 1998 to 2000 of C3 Communications, Inc., a fiber-based telecommunications carrier and electric meter reading and data processing company that provided network capacity, data access and collocation to telecommunications carriers and Internet service providers. Mr. Babin worked for C3 Communications since 1996, and his duties included development of strategy and business plan, obtaining financing, and management of wholesale activities.

Previously, Mr. Babin was the Director of Corporate Telecommunications Planning and later the Director of Telecommunications for Central & South West Services, Inc. Mr. Babin had oversight of operations and construction of a 125-site 800 MHz mobile radio system with mobile data, 2,000 miles of private fiber and microwave network and 400 phone switches with over 100 employees. Mr. Babin was employed by Central & South West Services, Inc. from 1992-1996.

Mr. Babin earned his MBA from The Wharton School in Finance/Operations Management and Bachelor of Science in Applied Mechanics from the University of California.

### **Jeffrey I. Beason, Senior Vice President and Controller**

In his current position, Mr. Beason is responsible for corporate accounting and reporting financial functions for all El Paso Energy business units. With over \$20 billion in assets, El Paso Energy owns North America's largest natural gas pipeline system, both in terms of throughput and miles of pipeline, and has operations in natural gas transmission, gas gathering and processing, gas and oil production, power generation, merchant energy services and international project development.

Before assuming his present position in December 1996, Mr. Beason served as senior vice president of administration for Mojave Pipeline Operating Company, an El Paso Energy company. Mr. Beason earned a Bachelor of Business Administration degree from Texas Tech University. He is a certified public accountant.

### **Greg C. Jenkins, President and Chief Executive Officer.**

In his current position, Mr. Jenkins is leading the deployment of a wholesale merchant-oriented business model based on El Paso Energy's demonstrated commercial and trading skills, focusing on integrating and operating complex networks while intermediating the risks of evolving markets. With his extensive experience in rapidly evolving markets, Mr. Jenkins has the knowledge and skills required to build a telecommunications business that will offer customers end-to-end connectivity.

Mr. Jenkins assumed his present position with El Paso in July 2000. Previously, he served as president of El Paso Merchant Energy where he oversaw energy sales, trading,

and risk management involving large volumes of energy throughout the United States and Canada. Prior to joining El Paso Energy, Mr. Jenkins served as senior vice president and general manager of Entergy Power Inc. In that position, he directed matters relating to the independent generation of electric power in North America and the marketing and trading of electricity and natural gas. Earlier in his career, Mr. Jenkins held the position of president and chief executive officer of Hadson Corporation, a NYSE company engaged in natural gas gathering, processing, and marketing. Mr. Jenkins earned a Bachelor of Arts degree in Business Administration from Western State College.

**Alan Johnson, Senior Vice President, Sales & Marketing**

Mr. Johnson joined EPGN in 2000, when EPGN acquired Pontio Communications. At Pontio, Mr. Johnson had responsibility for the operations and sales, building on his 16 years of telecommunications experience. Mr. Johnson joined Pontio from U S West, where he was responsible for revenue and profit performance and strategic market planning and execution in his region. Prior to joining U S West, Mr. Johnson was a Vice President/Director for MFS Communications Company, Inc., which was acquired by WorldCom in 1996. Mr. Johnson was responsible for network development, local service interconnection, and local service resale in the operating territories of U S West, Pacific Bell, Southwestern Bell, and GTE. Mr. Johnson holds a Bachelor of Science in Business Administration from the University of Nebraska.

**Gary Nekula, Senior Vice President, Industry Technology Development**

Mr. Nekula, joined EPGN in 2000, when EPGN acquired Pontio Communications. At Pontio Mr. Nekula served as the Chief Technical Officer since joining the company in June 1998. In his role as Chief Technical Officer, Mr. Nekula was responsible for the network design and deployment of network equipment, including transport equipment, physical and virtual collocation, DSL technologies, and OSS systems. Prior to joining Pontio, Mr. Nekula served as Vice President of Local Planning and Implementation of MFS Communications Company, Inc., one of the nation's largest and oldest CLECs. MFS was acquired by WorldCom in 1996.

Mr. Nekula's extensive telecommunications engineering career includes 18 years with Southwestern Bell Telephone Company, Inc., where he served as Director in charge of Transport Centralized Support for the entire Southwestern Bell Telephone Company territory. Mr. Nekula holds a Bachelor of Science in Electrical Engineering from the University of Missouri.

**R. Bruce Northcutt, Vice President, El Paso Energy Communications Company**

In his current position, Mr. Northcutt is responsible for developing a fiber-optic network along El Paso Energy's pipelines. Mr. Northcutt assumed his present position in 1999. Previously, he was Director of Business Development for El Paso Gas Services, responsible for transportation capacity acquisition and project development. He previously worked for Tennessee Gas Pipeline in purchasing, supply, transportation control and regulatory affairs. Mr. Northcutt earned a Bachelor of Science in Petroleum Engineering from Texas Tech University.

**Charles Dana Rice, Senior Vice President and Treasurer**

Mr. Rice assumed his current position in 1998. In 1996, he was named vice president of finance for Tennessee Gas Pipeline. Previously, he was director of the accounting department, director of the planning department, and director of the volume accounting group. Mr. Rice has been responsible for treasury functions, structural planning and financial aspects of discontinued operations of former Tenneco entities. Mr. Rice earned a Bachelor of Business Administration degree from the University of Texas and is a certified public accountant.

**Paul Adam Roberts, Chief Information Officer**

Mr. Roberts has over 15 years of Information Technology and business management experience. Prior to joining EPGN, Mr. Roberts served as Vice President, Operational Support Services, NETtel Communications, a nationwide integrated communications provider offering service packages of Internet, local and long distance, and a suite of value-added data and voice communications applications. As a member of executive management from 1999-2000, Mr. Roberts had responsibility for the Program Management Office, Operational Support System development and Information Technology organizations. Mr. Roberts held the position of Vice President Information Technology from 1998-1999 at Level 3 Communications, an international communications and information services company utilizing an advanced Internet Protocol (IP) technology-based network. At Level 3, Mr. Roberts duties included development, acquisition and integration of business support systems and network support systems; management of vendor relationships; recruiting of IT technicians and management staffs.

**D. Dwight Scott, Chief Financial Officer**

Mr. Scott is responsible for all financial, investing, treasury and audit functions for El Paso Global Networks. Mr. Scott assumed his present position in 2000. Previously, he was with Donaldson, Lufkin & Jenrette Securities Corporation, where he was the senior Managing Director in charge of the Houston office of the Energy and Power Group. Mr. Scott has held various banking and investment banking positions. Mr. Scott received his MBA from the University of Texas.

**Katheryn E. Spargur, Senior Vice President Regional Sales and Marketing**

Ms. Spargur has over 20 years of experience in the telecommunications/utility industry in management, sales, marketing and technical capacity. Ms. Spargur has experience with long-haul telecommunications carriers, competitive access providers, competitive local exchange carriers, large electric utilities and other commercial telecommunications users. As Director of Sales and Marketing at C3 Communications from 1999--2000, she established sales and marketing departments, lead in the development and implementation of new product offerings, and was responsible for the company meeting specified revenue targets. From 1997-1998, Ms. Spargur was the Director of Sales and Marketing for CSW/ICG ChoiceCom, whose wholesale division was acquired by C3

Communications in 1999. Previously, she was a Major Accounts Manager for Brooks Fiber Communications and PSO/MetroLink.

**Frederick (Rick) Weidinger, Senior Managing Director - Commercial Management**

Mr. Weidinger, joined EPGN in 2000, when EPGN acquired Pontio Communications. At Pontio, Mr. Weidinger served as CEO and Chairman of the Board of Directors. Mr. Weidinger was formerly Vice President of Integration and Development for MCI WorldCom, reporting directly to the Vice Chairman, where he played an integral role in the development and growth of MCI WorldCom's operations, including network and international development. Mr. Weidinger retired from MCI WorldCom in March 1999. Prior to Mr. Weidinger's involvement with MCI WorldCom, he was Vice President of Corporate Development for MFS Communications Company, Inc. (MFS), reporting to the Chairman and CEO of MFS. As one of the chief architects for MFS' growth and acquisition strategy, he had a key role in over 25 transactions, totaling approximately \$18 billion. Mr. Weidinger joined MFS at its foundation in 1989.

Before joining MFS, Mr. Weidinger was Chief Financial Officer for Institutional Communications Company (ICC), which was considered the flagship of start-up fiber-optic communications companies. At ICC, Mr. Weidinger was responsible for debt restructuring, debt and equity financing, and overall financial management of the company. Mr. Weidinger holds both Juris Doctor and MBA degrees from Creighton University and earned a Bachelor of Science in Finance from the University of Nebraska.

**Britton White, Jr., Executive Vice President and General Counsel.**

Mr. White is responsible for all legal and government relations functions for the corporation.

In March of 1991, Mr. White became senior vice president and general counsel of El Paso Natural Gas Company, which was then the predecessor and is currently a business unit of El Paso Energy Corporation. Following the acquisition of Tenneco Energy in 1996, Mr. White was elected to his current position as executive vice president and general counsel of El Paso Energy Corporation.

Prior to joining El Paso Energy, Mr. White was a partner in a law firm specializing in natural resources, energy law, and commercial litigation. In addition to corporate and securities matters, Mr. White's experience includes transactions, business activities and disputes relating to exploration, development, financing, sale and transportation of coal, oil and gas, uranium and other minerals. He also has participated in numerous administrative and judicial proceedings, arbitrations, and mediations principally related to natural resources and energy issues. Mr. White earned a law degree from the University of Colorado.

**EXHIBIT C**

Financial Qualifications

(Filed Under Seal)

**EXHIBIT D**

Proposed Tariff



REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF DEDICATED AND PRIVATE LINE  
INTRASTATE INTEREXCHANGE COMMUNICATIONS SERVICES  
WITHIN THE STATE OF ARIZONA

This Tariff applies to the Dedicated Access Services furnished by El Paso Global Networks Company, between one or more points within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1001 Louisiana Street, Houston, TX 77002.

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Issued: March 6, 2001

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CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
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11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
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18	Original	43	Original
19	Original	44	Original
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22	Original	47	Original
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25	Original	50	Original

\*New or Revised  
Page.

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TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.A.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.a.
  - 2.1.1.A.1.a.i.
  - 2.1.1.A.1.a.i.i.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this tariff are described below.

### Advance Payment

Part or all of a payment required before the start of service.

### Access Services

The Company's interstate telephone services offered pursuant to this tariff.

### Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Commission

The Arizona Corporation Commission.

### Company

The term "Company" denotes El Paso Global Networks Company.

### Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

### Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

### End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

### ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

### LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

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---

SECTION 2 - DEFINITIONS (Cont'd)

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Arizona.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

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SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Arizona.

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## SECTION 4 - REGULATIONS

### 4.1 Undertaking of the Company

#### 4.1.1 Scope

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

#### 4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

#### 4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
  
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.5 Testing and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

**4.1.6 Provision of Equipment and Facilities**

- A. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 4 - REGULATIONS (Cont'd)****4.1 Undertaking of the Company (Cont'd)****4.1.7 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special construction charges will be determined as described herein.

**4.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

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SECTION 4 - REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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**SECTION 4 - REGULATIONS (Cont'd)****4.3 Obligations of the Customer (Cont'd)****4.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 4 - REGULATIONS (Cont'd)****4.4     Customer Equipment and Channels****4.4.1   Interconnection of Facilities**

In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

**4.4.2   Inspections**

- A.     The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
  
- B.     If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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**SECTION 4 - REGULATIONS (Cont'd)****4.5     Customer Deposits and Advance Payments****4.5.1   Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. However, the combined amount charged for deposits, advance payments, and pre-payments will not exceed the amount of deposit pursuant to A.A.C. R14-2-503(B).

**4.5.2   Deposits**

- A.     The Company will not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
1.     The applicant has had continuous telephone service of a comparable nature with the Company at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.
  2.     The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
    - a.     Applicant had a timely payment history at time of service discontinuation.
    - b.     Applicant has no outstanding liability from prior service.
  3.     In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the Company or a surety bond as security for the Company. The Company shall review and release an existing customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.2 Deposits (Cont'd)

- B. The Company shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a deposit refund which is reflected on the Company's records.
- C. Deposits shall accrue interest at a rate of seven percent (7%) per annum, to be refunded or applied to the closing bill upon discontinuance of service after twelve (12) months of service if the Customer has not been delinquent in the payment of utility bills.
- D. The Company may require a residential customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.
- E. The amount of a deposit required by the Company shall be determined pursuant to A.A.C. R14-2-503(B):
  - 1. Residential customer deposits shall not exceed 2 times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.
  - 2. Nonresidential customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.
- F. The Company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.
- G. The combined amount charged for deposits, advance payments, and pre-payments will not exceed the amount of deposit pursuant to A.A.C. R14-2-503(B).

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
  2. the highest interest rate which may be applied under Arizona state law for commercial transactions.
- F. The Customer will be assessed a charge for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- |            |               |
|------------|---------------|
| <u>Max</u> | <u>Actual</u> |
| \$35.00    | \$25.00       |
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the:

Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007  
(602) 542-4251

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service

- A. The Company will not disconnect service for any of the reasons stated below:
1. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises.
  2. Failure of the customer to pay for services or equipment which are not regulated by the Commission.
  3. Residential service may not be disconnected due to nonpayment of a bill related to another class of service.
  4. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.
  5. Failure to pay the bill of another customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
  6. Disputed bills where the customer has complied with the Commission's rules on complaints.
- B. Service may be disconnected without advance written notice under the following conditions:
1. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.
  2. The Company has evidence of tampering or evidence of fraud.
  3. The Company will not restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service (Cont'd)

B. (Cont'd)

4. The Company will maintain a record of all terminations of service without notice. This record will be maintained for a minimum of 1 year and will be available for inspection by the Commission.

C. The Company may disconnect service to any customer for any reason stated below provided the Company has met the notice requirements established by the Commission:

1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
2. Failure of the customer to pay a bill for utility service.
3. Failure to meet or maintain the Company's credit and deposit requirements.
4. Failure of the customer to provide the Company reasonable access to its equipment and property.
5. Customer breach of contract for service between the Company and customer.
6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
7. Unauthorized resale of equipment or service.
8. The Company will maintain a record of all terminations of service with notice. This record will be maintained for 1 year and be available for Commission inspection.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service (Cont'd)

D. Termination notice requirements:

1. The Company will not terminate service to any of its customers without providing advance written notice to the customer of the Company's intent to disconnect service, except under those conditions specified where advance written notice is not required.
2. Such advance written notice will contain, at a minimum, the following information:
  - a. The name of the person whose service is to be terminated and the telephone number where service is being rendered.
  - b. The Company rules or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the Company, if applicable.
  - c. The date on or after which service may be terminated.
  - d. A statement advising the customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the customer's service.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service (Cont'd)

E. Timing of terminations with notice:

1. The Company will give at least 5 days advance written notice prior to the termination date.
2. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.
3. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.
4. The Company may terminate service on a temporary basis by discontinuing the customer's line access at the central office.
5. The Company has the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

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**SECTION 4 - REGULATIONS (Cont'd)****4.6 Payment Arrangements (Cont'd)****4.6.5 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

**4.6.6 Customer Overpayment**

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

**4.6.7 Cancellation of Application for Service**

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**4.7 Back Billing**

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.4 Application of Credits for Interruptions in Service (Cont'd)

## D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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**SECTION 4 - REGULATIONS (Cont'd)****4.8 Allowances for Interruptions in Service (Cont'd)****4.8.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**4.8.6 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

**4.8.7 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
  - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.8.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

4.9 Universal Service Fund ("USF") Contribution Charge

The Customer will be assessed a monthly fee to support Universal Service in Arizona. The fee will be determined by the Arizona USF Administrator.

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**SECTION 5   SERVICE DESCRIPTIONS****5.1   General**

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 5.7.

**5.2   Service Configurations**

There are two types of service configurations over which Carrier's services are provided: point-to-point and multipoint service.

**5.2.1   Point-To-Point Service**

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

**5.2.2   Multipoint Service**

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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**SECTION 5   SERVICE DESCRIPTIONS (Cont'd)****5.3   Service Descriptions and Technical Specifications**

The following service descriptions and technical specifications will apply to Carrier's services.

**5.3.1   DS-1 Service**

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.5644 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

**5.3.2   DS-3 Service**

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface.

As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

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**SECTION 5** SERVICE DESCRIPTIONS (Cont'd)**5.3** Service Descriptions and Technical Specifications (Cont'd)**5.3.3** DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

**5.3.4** Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

**5.3.5** Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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**SECTION 5** SERVICE DESCRIPTIONS (Cont'd)**5.3** Service Descriptions and Technical Specifications (Cont'd)**5.3.6** Dim Fiber Services

Dim Fiber is a service that permits the Customer to utilize a portion of Company's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Mbps, 10 Mbps, 16 Mbps, or 100 Mbps.

Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Company may not provide the electronics, Company may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Company. When the Customer provides the electronics, Company makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

**5.3.7** M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

**5.3.8** DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

**5.3.8** Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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**SECTION 5   SERVICE DESCRIPTIONS (Cont'd)****5.4   Rate Categories**

There are six rate categories that may apply to Carrier's Services.

**5.4.1   Channel Terminations**

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

**5.4.2   Channel Mileage**

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

**5.4.3   Optional Features and Functions**

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

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**SECTION 5** SERVICE DESCRIPTIONS (Cont'd)**5.4** Rate Categories (Cont'd)**5.4.4** Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the Commission prior to the provision of such service.

**5.4.5** Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

**5.4.6** Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 7 years, as specified in this tariff.

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**SECTION 5   SERVICE DESCRIPTIONS (Cont'd)****5.5   Application of Rate Elements**

The rate categories described in Section 5.4 of this tariff will be applied as follows:

**5.5.1   Point-To-Point Services**

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

**5.5.2   Multipoint Services**

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

**5.6   Regulations and Computations of Mileage**

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

1. Utilize the "V" and "H" coordinates for each Customer designated location.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 5.6.2 above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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**SECTION 5   SERVICE DESCRIPTIONS (Cont'd)****5.7   Contract Rates - Special Pricing Arrangements - ICB**

5.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Commission.

5.7.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

**5.8   Taxes****5.8.1   Sales, Use, and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

**5.9   Temporary Promotional Programs**

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

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**SECTION 6    RATES & CHARGES****6.1    General Regulations**

6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.

6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this tariff.

6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.

6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

**6.2    Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges**

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

**6.3    Nonrecurring Charge**

Nonrecurring charges will be charged on a time and materials basis.

**6.4    Special Construction****6.4.1    Basis for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

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SECTION 6 RATES & CHARGES (Cont'd)

6.4 Special Construction (Cont'd)

6.4.2 Basis for Cost Computation

The costs referred to in 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 6 RATES & CHARGES (Cont'd)6.5 Rates6.5.1 Point-To-Point and Multipoint Services6.5.1.A DS1 - 1.544 Mbps

	<u>MonthlyMax</u>	<u>Monthly/Actual</u>																
1. Local Distribution Channel	ICB	ICB																
2. Multiplexing	ICB	ICB																
3. Interoffice Channel	<table><tr><th colspan="2">Monthly Rates</th></tr><tr><th>Max</th><th></th></tr><tr><th><u>Fixed</u></th><th><u>Per Mile</u></th></tr><tr><td><u>ICB</u></td><td><u>ICB</u></td></tr></table>	Monthly Rates		Max		<u>Fixed</u>	<u>Per Mile</u>	<u>ICB</u>	<u>ICB</u>	<table><tr><th colspan="2">Monthly Rates</th></tr><tr><th>Actual</th><th></th></tr><tr><th><u>Fixed</u></th><th><u>Per Mile</u></th></tr><tr><td><u>ICB</u></td><td><u>ICB</u></td></tr></table>	Monthly Rates		Actual		<u>Fixed</u>	<u>Per Mile</u>	<u>ICB</u>	<u>ICB</u>
Monthly Rates																		
Max																		
<u>Fixed</u>	<u>Per Mile</u>																	
<u>ICB</u>	<u>ICB</u>																	
Monthly Rates																		
Actual																		
<u>Fixed</u>	<u>Per Mile</u>																	
<u>ICB</u>	<u>ICB</u>																	

6.5.1.2 DS3 - 44.736 Mbps

Max: ICB  
Actual: ICB

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**SECTION 6 RATES & CHARGES (Cont'd)****6.5 Rates (Cont'd)****6.5.2 Dark Fiber Services****Recurring Charges (Per Fiber Strand Per Mile)**

	<u>Max</u>	<u>Actual</u>
Per Strand	ICB	ICB

**Non-recurring Charges (Per Point of Termination)**

	<u>Max</u>	<u>Actual</u>
Per Strand	ICB	ICB

**6.5.3 Dim Fiber Services****Recurring Charges (Per Point of Termination)**

<u>Max</u>	<u>Actual</u>
ICB	ICB

**Recurring Charges - Per Mile**

<u>Max</u>	<u>Actual</u>
ICB	ICB

**Non-recurring Charges (Per Point of Termination)**

<u>Max</u>	<u>Actual</u>
ICB	ICB

369369.1

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**EXHIBIT E**

Petition of El Paso Global Networks Company  
for Competitive Classification

**BEFORE THE ARIZONA CORPORATION COMMISSION**

In the Matter of the Application and Petition of )  
 )  
**El Paso Global Networks Company** )  
 )  
For a Certificate of Convenience and Necessity )  
to Provide Resold and Facilities-Based )  
Interexchange Telecommunications Service )  
Within the State of Arizona )  
 )

Docket No. \_\_\_\_\_

**Petition of El Paso Global Networks Company for  
Competitive Classification**

Petitioner, El Paso Global Networks Company (hereinafter "EPGN" or "Petitioner"), a Delaware corporation, hereby files this Petition for classification of its proposed services as competitive as part of its Application for a Certificate of Convenience and Necessity ("CCN") to Provide Resold and Facilities-Based Interexchange Telecommunications Service in Arizona.

**I. INTRODUCTION**

The Commission's rules require that an applicant seeking to provide competitive telecommunications services shall, as part of its Application, "petition the Commission for a determination that the intraLATA service being provided or to be provided is competitive." A.A.C. R14-2-1104.B. Pursuant to A.A.C. R14-2-1108, the Petition must set forth the conditions within the relevant market that demonstrate that the telecommunications service is competitive, providing, at a minimum, the following information:

1. A description of the general economic conditions that exist which make the relevant market for the service one that is competitive;
2. The number of alternative providers of the service;
3. The estimated market share held by each alternative provider of the service;

4. The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801;
5. The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms, and conditions; and
6. Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).<sup>2</sup>

## **II. MARKET CONDITIONS RENDERING EPGN'S SERVICES COMPETITIVE**

In this section, EPGN addresses each of these indicators of market power separately.

### **1. Description of General Economic Conditions**

The relevant product market that EPGN will enter is the market for facilities based interexchange telecommunications services in Arizona. The relevant geographic market is the Arizona exchanges in which numerous interexchange telecommunications carriers provide interexchange service. This market currently is not dominated by any carrier and, therefore, EPGN will face stiff competition from the numerous interexchange carriers presently providing interexchange telecommunications services in Arizona.

### **2. Number of Alternative Providers of the Service**

As discussed above, there are numerous providers of interexchange telecommunications services in Arizona.

### **3. Estimated Market Share Of Each Alternative Provider**

The estimated market share of each interexchange carrier is ever-changing and the constant addition of new competitive carriers makes any estimation of present market share

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<sup>2</sup> See R14-2-1108(B). EPGN understands that, if its Petition is approved, the provision of these services by EPGN will be declared competitive.

difficult to determine. The largest three interexchange carriers: AT&T, MCI WorldCom and Sprint together control a large portion of the relevant market while the smaller interexchange carriers control the remaining portions.

**4. Affiliated Alternative Providers of the Service**

EPGN does not have any affiliated alternative providers that currently provides interexchange telecommunications service in the relevant market.

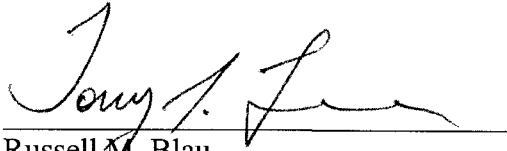
**5. Ability of Alternative Providers to Make Functionally Equivalent or Substitute Services Readily Available at Competitive Rates, Terms, and Conditions**

The market for interexchange telecommunications services in Arizona is a highly competitive market in which carriers are constantly providing substituted services at competitive rates and terms in order to gain and retain customers. Carriers are constantly adapting their offerings in reaction to the increasing demand for interexchange telecommunications services and the competitive offerings of other interexchange telecommunications providers. The ability of carriers to provide functionally equivalent or substitute services remains vital to their ability to compete in the highly competitive Arizona interexchange telecommunications marketplace. Thus, the numerous alternative providers of interexchange telecommunications services in Arizona have the ability to make functionally equivalent or substitute service readily available at competitive rates, terms, and conditions.

**III. CONCLUSION**

WHEREFORE, For the foregoing reasons, El Paso Global Networks Company respectfully petitions the Commission to classify EPGN's proposed services as competitive.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tony S. Lee", written over a horizontal line.

Russell M. Blau

Tony S. Lee

Swidler Berlin Shereff Friedman, LLP

3000 K Street, NW, Suite 300

Washington, D.C. 20007

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Facsimile: (202) 424-7645

Counsel for El Paso Global Networks Company

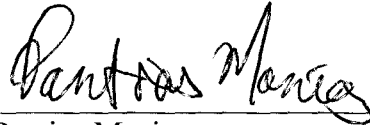
Dated: March 5, 2001



## VERIFICATION

**VERIFICATION**

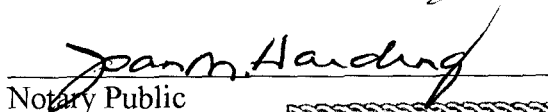
I, Pantios Manias, hereby declare under penalty of perjury that I am the Senior Vice President of Commercial Strategy for El Paso Global Networks Company, and that I am authorized to make this verification on its behalf. I further certify that I have read the foregoing documents and know the contents thereof, and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters I believe them to be true.



Pantios Manias  
Senior Vice President of  
Commercial Strategy  
El Paso Global Networks Company  
1001 Louisiana Street  
Houston, Texas 77002

Subscribed and sworn to before me

this 2nd day of MARCH 2001.

  
Notary Public

My Commission Expires

